



HealthPrep Terms of Service

These Terms of Service ("Agreement") govern your use of HealthPrep, a web-based clinical documentation support platform operated by Fusco Digital Solutions LLC. HealthPrep is intended for use by authorized healthcare providers and organizations ("Customer") in their internal clinical workflows. By accessing or using HealthPrep, you agree to this Agreement. If you do not agree, do not use the Service.

1. License and Access

Fusco Digital Solutions grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use HealthPrep solely for the Customer's internal healthcare documentation purposes ¹. This license allows authorized users (e.g. clinicians, authorized staff) to use HealthPrep in accordance with these Terms. Customer may not sublicense, rent, lease, sell, or otherwise distribute the Service to any third party or use it for any purpose other than internal clinical documentation. In particular, you shall not use HealthPrep on behalf of any other organization, in a service bureau capacity, or to provide medical or diagnostic services directly to patients. Any breach of these use restrictions may result in suspension or termination of access.

2. User Obligations and Prohibited Uses

- **Authorized Data Only:** You must not upload, input, or use any Protected Health Information (PHI) or other sensitive patient-identifying data in HealthPrep, except as expressly permitted under a separate signed Business Associate Agreement (BAA) with Fusco Digital Solutions ². HealthPrep is designed to operate on de-identified data only. You are responsible for ensuring that any documents or data processed by HealthPrep have been de-identified and that use of the Service complies with HIPAA and other applicable laws.
- **Compliance:** You agree to use the Service only for lawful purposes and in compliance with all applicable regulations (including healthcare laws, data protection laws, and EMR integration standards such as SMART on FHIR).
- **Security:** Do not attempt to reverse-engineer, decompile, disassemble, or otherwise derive source code from the Service. Do not bypass or disable any security features or licensing controls. Do not remove or alter any proprietary notices on the Service. You must use appropriate security measures to protect your account credentials.
- **Third-Party Integrations:** HealthPrep may integrate with third-party systems (e.g., EMRs like Epic). You agree to abide by the terms of those third-party services. Fusco Digital Solutions is not responsible for the acts or omissions of any third-party provider. For example, as with other SaaS platforms, we use reputable cloud providers (e.g., AWS) to host the Service, but we disclaim any responsibility for the hosting provider's actions ³.

3. Data Handling and HIPAA Compliance

HealthPrep is hosted on Amazon Web Services (AWS) in a HIPAA-compliant environment. We have executed a BAA with AWS and require you to have an appropriate BAA in place with us for any use of PHI. **HealthPrep itself does not store or retain PHI.** All documents uploaded to HealthPrep are processed using automated NLP/redaction to remove patient identifiers before any analysis or storage. Nevertheless, **you remain responsible for compliance:** if you transmit PHI to HealthPrep without a BAA or contrary to these Terms, you are in breach of this Agreement. (Any processing of PHI and related liability is governed by our separate BAA.)

4. No Medical Advice; Clinical Responsibility

HealthPrep is a *clinical support tool*, not a medical device or diagnostic system. It is provided to assist with documentation workflows and to suggest possible content based on clinical data. **You acknowledge that HealthPrep does not provide medical advice, diagnosis, or treatment.** All clinical decisions must be made by qualified healthcare professionals. For example, Linus Health's terms similarly clarify that their assessment is "used by clinicians to inform their clinical judgment" and "is not a stand-alone diagnostic" device ⁴. In like manner, you must use HealthPrep's output as an aid only. You are solely responsible for verifying accuracy and applying your own clinical judgment before making any patient care decisions.

5. Disclaimer of Warranties

HealthPrep is provided "**AS IS**" and "**AS AVAILABLE**", without any warranties of any kind. To the fullest extent permitted by law, Fusco Digital Solutions and its licensors **make no warranties** (express or implied) regarding HealthPrep ⁵. This includes, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or quiet enjoyment. We do not warrant that the Service will meet your requirements or be uninterrupted, error-free, or free of harmful components ⁵. We do not guarantee any particular level of accuracy or completeness of the results produced by the Service. Any service levels (e.g., uptime, support response) are specified only in a separate Service Level Agreement or contract. In summary: **We disclaim all warranties, express or implied, except for any limited warranties explicitly stated in a separate written agreement.**

6. Limitation of Liability

To the maximum extent permitted by law, Fusco Digital Solutions and its affiliates will **not be liable** for any damages of any kind arising from your use of HealthPrep ⁶ ⁷. This includes, but is not limited to, indirect, incidental, special, consequential or punitive damages, such as loss of profits, loss of data, loss of business, or personal injury, even if we have been advised of the possibility of such damages. In no event will our total liability for any claim exceed the total fees actually paid by you to Fusco Digital Solutions for HealthPrep in the 12 months preceding the event giving rise to liability ⁸. These limitations apply regardless of legal theory (contract, tort, negligence, strict liability, etc.) and even if other remedies fail of their essential purpose ⁶ ⁸ ⁷.

7. Indemnification

You agree to indemnify, defend and hold harmless Fusco Digital Solutions and its officers, directors, employees, and agents from any claims, liabilities, losses or expenses (including attorneys' fees) arising out of or related to: (a) your unauthorized use of HealthPrep (including any breach of this Agreement); (b) your violation of any applicable law (e.g., sending PHI without authorization); or (c) any third-party claim related to content you input into HealthPrep. We will provide notice of any such claim and cooperate in the defense as applicable. (Note: any indemnity obligations of Fusco Digital Solutions to you would be governed by a separate written agreement, not by this Terms of Service.)

8. Termination

Fusco Digital Solutions may suspend or terminate your access to HealthPrep at any time if you violate this Agreement or for any other reason with notice. Upon termination, you must immediately cease using the Service. We may retain de-identified data as permitted by law or our Privacy Policy, but all license rights granted here will terminate. Termination does not relieve you of any payment obligations incurred prior to termination.

9. Miscellaneous

- **Separate Agreements:** This Agreement covers only the terms of use for the Service. **Pricing, payment, uptime/service level, support, and indemnification terms are governed by separate agreements** (such as a Master Services Agreement, Service Contract, or BAA). For example, Linus Health's Terms of Use state that if the customer has a separate platform agreement, that agreement controls in case of conflict ⁹.
- **Privacy:** Our Privacy Policy (available on our website) explains how we collect and use data. By using HealthPrep you consent to our privacy practices.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Any disputes arising under this Agreement will be resolved in the state or federal courts located in New York.
- **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force.
- **Entire Agreement:** This Agreement, together with any separate agreements explicitly incorporated by reference, constitutes the entire understanding between you and Fusco Digital Solutions regarding HealthPrep, superseding all prior agreements. Any modifications must be in writing and signed by both parties.

By using HealthPrep, you acknowledge that you have read, understand, and agree to be bound by these Terms of Service.

Sources: Industry-standard SaaS and healthcare software terms (e.g., NICE Software EULA ⁵ ⁶ ⁸, CyberArk SaaS TOS ⁷) were consulted to inform the structure and content of this draft (including warranty disclaimers and liability limits). These Terms also reflect norms from healthcare platforms (e.g., Linus Health's Terms ⁴) regarding clinical use disclaimers, and reference that separate agreements (BAAs, service contracts) govern privacy, security, pricing, and indemnification ¹ ² ⁹ ³.

1 2 7 cyberark.com

<https://www.cyberark.com/SaaS-Terms-of-Service.pdf>

3 4 9 Linus Health | Terms of Use

<https://linushealth.com/en/terms-of-use>

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